

Directorate of Printing
Ministry of Housing and Urban Affairs
Government of India
Nirman Bhawan, New Delhi-110011
* * * * *

E-TENDER FOR PROCUREMENT OF
“THERMAL CtP WITH COMPATIBLE PROCESSOR”
FOR GOVT. OF INDIA PRESS, MINTO ROAD,
NEW DELHI-110002

E-Tender No.: Proc./DOP/351/2021/CtP

Date: 19/01/2021

Details of Contact person in Directorate of Printing regarding this e-tender:

Name & Designation: Shri Shesh Kumar, Dy. Director (Procurement)
Address: Directorate of Printing, Room No. 106, 'B' Wing,
Nirman Bhawan, Maulana Azad Road,
New Delhi-110011, INDIA
Phone : 011-23061307, 23061413
Fax: 011-23063394, E-mail: dir-pr@nic.in

- Note:
1. Bidders are advised to study and understand the e-tender document before submission of bids. An incomplete offer, late bid or conditional bid is liable to be ignored/summarily rejected. While submitting the offer all documents are required to be submitted as per the check list given at Section IV – List of Requirements (para 9). The duly filled up check list should also be submitted along with the offer.
 2. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided in **Section II: Instructions to Bidders (ITB) at Para E: Instructions for online Bid Submission**.
 3. No physical Financial bid(s) will be accepted. The Financial bids must be submitted in the E-procurement portal only.
 4. **Only the firms which are having manufacturing facilities within India can apply.**

Section I: Notice Inviting E-Tender (NIT)**Directorate of Printing
Ministry of Housing and Urban Affairs
Government of India**

'B' Wing, Nirman Bhawan
Maulana Azad Road, New Delhi-110011, INDIA
Phone: 011-23061307, 23061413 Fax: 011-23063394, E-mail: dir-pr@nic.in

E-Tender No.: Proc./DOP/351/2021/CtP

Date: 19/01/2021

- On behalf of the President of India, the Director (Printing), Directorate of Printing, Ministry of Housing & Urban Affairs, B-Wing, Nirman Bhawan, New Delhi-110011 invites online Tenders in two bid system from the Original Equipment Manufacturers (OEMs) for supply, installation and commissioning of following Thermal CtP with Compatible Processor at Govt. of India Press, Minto Road, New Delhi-110 002. The bidders can apply for any number of items mentioned below, as per their interest.

Sl. No.	Brief Description of Items	Quantity	Earnest Money Deposit
1.	Thermal CtP with Compatible Processor alongwith UPS of required capacity for backup of atleast 15 minutes.	01 No.	INR= 3,00,000

Key Events & Dates:

Key Events	Dates
The e-tender document can be downloaded from the website at www.eprocure.gov.in or www.dop.gov.in or www.mohua.gov.in free of cost.	21/01/2021
Start Date and Time for submission of Tenders (online)	21/01/2021, at 03.00 p.m.
Closing Date and Time for submission of Tenders	11/02/2021 upto 02.00 p.m.
Time and Date of opening of Technical Bids	12/02/2021 at 3.30 p.m.
Time and Date of opening of Financial Bids	Will be informed later on to the technically qualified bidders
The EMD shall be valid for a period of 60 days beyond Bid Validity i.e. 240 days (180 + 60 days)	In the form of Bank Guarantee in favour of Director (Printing), Directorate of Printing payable at New Delhi.

- Interested tenderers may obtain further information about this requirement from the above office.
- Tenderers shall ensure that their technical bid along with EMD, duly sealed and signed, complete in all respects as per instructions contained in the e-tender Documents must be delivered to the above address before the date and time indicated above, failing which the tenders will be treated as late and will be summarily rejected. Bids will be opened in the presence of Bidders' representatives who wish to attend on the specified date and time.
- Directorate of Printing shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.

5. **Micro and Small Enterprises manufacturer are exempted from submitting EMD.** Please submit the copy of valid registration certificate of Micro and Small Enterprises along with the Technical bid otherwise the offer will not be considered for above exemption.
6. Relaxation of norms for Startups on Prior Experience, Prior Turnover Criteria would be given subject to meeting of quality and technical specifications as per circular No. 1(2)(1)2016-MA dated 10.03.2016 issued by Govt. of India, Ministry of Micro, small & Medium Enterprises, New Delhi.
7. The Director (Printing), Directorate of Printing, New Delhi reserves the right to accept any or all e-tenders either in part or in full without assigning any reasons thereof.
8. **Make in India Clause/ Registered under startup campaign:**
The provisions of the Public Procurement (Preference to Make in India/Registered under startup campaign) order 2017 dated June 15, 2017, 28.5.2018 and subsequent amendments issued on 16.9.2020 (and subsequent amendments, if any) by Department of Industrial Policy and Promotion, Govt. of India shall apply to this e-tender to the extent feasible. Local manufacturers are not required to provide any proof of supply to other countries/ exports. The bidder company may use the financial criteria of its own holding company or its Principal manufacturer in this case. However, the Holding company and/ or the principal manufacturer/ collaborator will have to counter guarantee the financials and / or bank guarantee as issued for the purpose of this Tender.
9. **Verification of Local Content:**
The local manufacturer shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of manufacturer other than companies) giving the percentage of local content.
10. MSME firms are also requested to indicate clearly in their offer, if their company is owned by SC/ST/Women proprietorship.
11. In the event of any of the above mentioned dates being declared as a holiday/ closed day for Directorate of Printing, the Tenders will be received/opened on the next working day at the appointed time.
12. No correspondence beyond bid due date will be made for shortfall of documentary evidence. Any offers received with shortfall of documentary evidence will be summarily rejected.

-Sd/-

Deputy Director (Procurement)

Directorate of Printing

Ministry of Housing and Urban Affairs, Government of India

'B' Wing, Nirman Bhawan, Maulana Azad Road, New Delhi-110011, INDIA

Phone : 011-23061307, 23061413 Fax: 011-23063394, E-mail: dir-pr@nic.in

Section II: Instructions to Bidders (ITB)

A. PREAMBLE

1.0 Introduction:

- 1.1 Definitions and abbreviations, which have been used in these documents, shall have the meaning as indicated in Conditions of Contract (COC).
- 1.2 The tender document have been issued for the requirement mentioned in Section—IV – “List of Requirements”, which also indicates, inter-alia, the required delivery schedule, terms and place (i.e. destination) of delivery.
- 1.3 This section (Section II – “Instructions to Bidders” – ITB) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tender. It also includes the mode and procedure to be adopted for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract. With this limited objective, ITB is not intended to be complete by itself and the rest of this document including COC may also be thoroughly studied before submission of Tender. There may be certain topics covered in ITB as well as in COC from different perspectives.

2.0 Language of Tender

- 2.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and Directorate of Printing, shall be in the English language only. The language of any printed literature furnished by the tenderer in connection with its tender have to be in English language only.

3.0 Eligible Tenderers

- 3.1 This invitation for tender is open to all OEMs who fulfills the eligibility criteria specified in this document. Please refer to Section VII: Qualification/Eligibility Criteria.

4.0 Eligible Machine and Services

- 4.1 All machine and related services to be supplied under the contract shall have their origin in India or other countries, subject to any restriction imposed in this regard. The term “origin” used in this clause means the place where the machine are manufactured or from where the related services are arranged and supplied The Bidder should clearly mention the origin of the Material.

5.0 Tendering Expense

- 5.1 The tenderer shall bear all costs and expenditure incurred and/ or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. Directorate of Printing will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

6.0 Content of Tender Document

- 6.1 The tender document includes:

1. Section I : Notice Inviting Tender (NIT)
2. Section II : Instructions to Bidders (ITB)
3. Section III : Conditions of Contract (COC)
4. Section IV : List of Requirements
5. Section V : Technical Specifications
6. Section VI : Quality Control Requirements
7. Section VII : Qualification/ Eligibility Criteria
8. Section VIII : Acceptance of Terms and Conditions

9. Section IX : Format of Price Schedule
10. Section X : Bank Guarantee Form for EMD
11. Section XI : Bank Guarantee Form for Performance Security
12. Section XII : Letter of Authority for attending the Bid Opening
13. Section XIII : Contract Form
14. Section XIV : Letter (Notification) of Award (LoA) of Contract
15. Section XV : Definitions, Interpretation and Abbreviations

6.2 The relevant details of the required machine and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers before formulating the tender and submitting the same to Directorate of Printing, should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/ or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

7.0 Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, Directorate of Printing may, for any reason deemed fit by it, modify the tender document by issuing suitable amendment(s) to it.
- 7.2 Such an amendment will be notified on CPP Portal, DOP website and may be communicated by e-mail to the prospective tenderers whose addresses are available with this Directorate.
- 7.3 In order to provide reasonable time to the tenderers to take necessary action in preparing their tenders as per the amendment, Directorate of Printing may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8.0 Covid-19 Pandemic Situation

- 8.1 In wake of the Covid-19 Pandemic Situation no pre-bid meeting is proposed. However, any query related to this tender is welcome which will be addressed/considered immediately.

9.0 Clarification of Tender Document

- 9.1 A Tenderer requiring any clarification or elucidation on any issue of the e-tender document may take up the same with Directorate of Printing, in writing. Directorate of Printing will respond in writing to such request provided the same is received by Directorate of Printing, not later than 10 days prior to the prescribed date of submission of e-tender. In case the clarifications are not given by Directorate of Printing, in stipulated time frame then the bidder must strictly follow the e-tender terms and conditions. **Clarification of the query (without identifying the source of the inquiry) will be notified in the e-portal or by e-mail and no separate letters will be issued.**

C. PREPARATION OF TENDERS

10.0 Documents Comprising the Tender

- 10.1 The tender to be submitted by Tenderer shall contain the following documents, duly filled in, as required:
 - (a) Tender Form along with list of deviations from the clauses of this SBD, if any.
 - (b) Documentary evidence, as necessary in terms of ITB clauses 3 and 14 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
 - (c) Documents and relevant details to establish in accordance with ITB clause 15 that the machine and the allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any (ref clause 15.3 of ITB).

- (d) EMD to be furnished in accordance with ITB clause 16.1 alternatively, documentary evidence as per ITB clause 16.3 for claiming exemption from payment of earnest money.

NB: The tenderers may also enclose in their tenders, technical literature and other documents, if considered necessary by them.

10.2 A tender, that does not fulfill any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

10.3 Tender sent by fax/email shall be ignored.

11.0 Tender currency

11.1 Prices shall be quoted in Indian Rupees only.

11.2 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

12.0 Duties/Taxes on Raw Materials

12.1 Directorate of Printing is not liable for any claim from the manufacturer on account of fresh imposition and/or increase (including statutory increase) of excise duty, custom duty, GST etc. on raw materials and/or components used directly in the manufacture of the contracted machine/ equipment taking place during the pendency of the contract.

13.0 Fixed Price

13.1 Prices quoted by the tenderer shall remain fixed during the currency of the contract and subject to no variation on any account.

13.2 In case delivery period is re-fixed/extended by Directorate of Printing, any change in prices will not be admissible.

14.0 Documents Establishing Tenderers Eligibility and Qualifications

14.1 Pursuant to ITB clause 10, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

14.2 The documentary evidence to establish that the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VII in these documents.

15.0 Documents establishing Goods' Conformity to Tender document

15.1 The tenderer shall provide in its tender, the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the machine and services offered in the tender fully conform to the machine and services specified by Directorate of Printing in the tender document. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by Directorate of Printing in the tender document to establish technical responsiveness of the machine and services offered in its tender.

15.2 In case there is any deviation between the machine and services prescribed by Directorate of Printing and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity along with justification, and provide the same along with its Technical Bid.

15.3 If a tenderer furnishes wrong data, statement(s) etc. about technical acceptability of the machine and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to Directorate of Printing in this regard.

16.0 Earnest Money Deposit (EMD)

16.1 The required EMD as mentioned be submitted by the OEMs. The EMD shall be valid for a period of 60 days beyond Bid Validity i.e. 240 days (180 + 60 days). In case of shorter validity, the tender shall be treated as unresponsive.

- 16.2 EMD to be submitted only in the form of Bank Guarantee (BG) and shall be provided from/confirmed by any 'Scheduled Commercial Bank' located in India or a Foreign Bank with preferably it operating branch in India in favour of Directorate of Printing as per the proforma given in Section X of the tender document.
- 16.3 The manufacturers who are registered under NSIC, Micro & Small Enterprises (MSE) for manufacturing of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicate the stores details similar to Directorate of Printing, failing which the certificate will not be considered for exemption of EMD.
- 16.4 Unsuccessful tenderers' EMDs will be returned to them without any interest, after expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 16.5 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.
- 17.0 Tender Validity**
- 17.1 The e-tender shall remain valid for acceptance for a period of 180 days after the date of e-tender opening prescribed in the e-tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 17.2 In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for Directorate of Printing, the tender validity shall automatically be extended upto the next working day.
- 18.0 Signing and Sealing of Tender**
- 18.1 An authenticated copy of the document which authorizes the signatory to commit on behalf of the manufacturer shall accompany the offer. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing:
- (a) As Sole Proprietor of the concern or as attorney of the Sole Proprietor;
 - (b) As Partner (s) of the firm;
 - (c) As Director, Manager or Secretary in case the of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 18.2 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.
- 18.3 The tenderers shall submit their tenders as per the instructions contained in ITB Clause 10.
- 18.4 The tender document shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 18.5 The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.
- 18.6 The tenderer is to submit the tender document in sealed envelope by writing the address of Directorate of Printing along with the tender reference number on the envelope. The sentence "NOT TO BE OPENED" before (The tenderer is to put the date & time of tender opening) are to be written on the envelope. If the envelope is not sealed and marked properly as above, Directorate of Printing will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS**19.0 Submission of Tender**

19.1 Unless otherwise specified, the tenderers are to deposit the EMD along with Technical Bid with the office of Deputy Director (Procurement), Directorate of Printing, B-Wing, Nirman Bhawan, New Delhi-110011.

19.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on/ is subsequently declared a holiday or closed day for Directorate of Printing, the tenders will be received upto the appointed time on the next working day.

20.0 Late Tender

20.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

21.0 Alteration and Withdrawal of Tender

21.1 The tenderer, after submitting its tender, is permitted to alter /modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

21.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the EMD furnished by the tenderer in its tender besides other sanctions by Directorate of Printing.

E. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

22.0 As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

23.0 Registration

23.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.

23.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

23.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

23.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

23.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

23.6 Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / eToken.

24.0 Searching for Tender Documents

24.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the

bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 24.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 24.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

25.0 Preparation of Bids

- 25.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 25.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 25.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 25.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

26.0 Submission of Bids

- 26.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 26.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 26.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 26.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of Bank Guarantee (BG), physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 26.5 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 26.6 The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 26.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 26.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 26.9 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 26.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 27.0 Assistance to Bidders**
- 27.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 27.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 18002337315.

F. TENDER OPENING

28.0 Opening of Tenders

- 28.1 Directorate of Printing will open the tenders at the specified date and time and at the specified place as indicated in NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for Directorate of Printing, the tenders will be opened at the appointed time and place on the next working day.
- 28.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in Section XII from the corresponding tenderers. The tender opening officials will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- 28.3 The technical bids will be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the online financial bids of only the technically qualified bidders shall be opened for further scrutiny and evaluation.

G. SCRUTINY AND EVALUATION OF TENDERS

29.0 Basic Principle

- 29.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

30.0 Preliminary Scrutiny of Tenders

30.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

30.2 The following are some of the important aspects, for which a tender may be declared unresponsive and ignored:

- (a) Tender is unsigned.
- (b) Tenderer is not eligible.
- (c) Tender validity is shorter than the required period.
- (d) Required EMD(s) has not been provided.
- (e) Tenderer has quoted for machine manufactured by a different manufacturer.
- (f) Tenderer has not agreed to give the required performance security.
- (g) Machine offered are sub-standard, not meeting the required specification etc.
- (h) Tenderer has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- (i) Against a schedule in the List of Requirement (incorporated in the tender enquiry), the Tenderer has not quoted for the entire requirement as specified in that schedule. (Example: In a schedule, it has been stipulated that the Tenderer will supply the equipment, install and commission it and also train the staff for operating the Machine. The Tenderer has however, quoted only for supply of the equipment).

31.0 Minor Infirmary/ Irregularity/ Non-Conformity

31.1 If during the preliminary examination, Directorate of Printing find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, Directorate of Printing may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, Directorate of Printing will convey its observation on such 'minor' issues to the tenderer by e-mail asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

32.0 Discrepancy in Prices

32.1 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

32.2 If, as per the judgment of Directorate of Printing, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by e-mail. If the tenderer does not agree to the observation of Directorate of Printing, the tender is liable to be ignored.

33.0 Clarification of Bids

33.1 During evaluation and comparison of bids, purchaser may, at its discretion ask the bidder for clarification of its bid. The clarification should be received within 7 days from the bidder from date of receipt of such request. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

34.0 Qualification/ Eligibility Criteria

34.1 Tenders of the tenderers, who do not meet the required qualification/ eligibility criteria prescribed in Section VII will be treated as unresponsive and will not be considered further.

35.0 Tenderer's capability to perform the contract

35.1 Directorate of Printing, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest

evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

35.2 The above mentioned determination will, inter-alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of Directorate of Printing as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by Directorate of Printing.

35.3 Cartel Formation/ Pool Rates Cartel formation or quotation of Pool/ Co-ordinated rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended by Competition (Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per Clause 40 below.

36.0 Negotiations

36.1 Normally there would be no price negotiations. But Directorate of Printing reserves its right to negotiate with the lowest acceptable bidder (L1), who is technically cleared/approved for supply of equipment and on whom the contract would have been placed but for the decision to negotiate, under special circumstances in accordance with CVC guidelines i.e. Normally there should be no negotiation. Selection of contractors by negotiations should be a rare exception rather than the rule and may be resorted to only in the exceptional circumstances under the following circumstances:-

- (a) Where the procurement is done on proprietary basis.
- (b) Items to be procured are supplied by only a limited sources of supply.
- (c) Items where there is suspicion of cartel formation.

37.0 Contacting Directorate of Printing

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact Directorate of Printing for any reason relating to this tender enquiry and / or its tender, it should do so only in writing (Preferably e-mail).

37.2 It will be treated as a serious misdemeanor in case a tenderer attempts to influence Directorate of Printing's decision on scrutiny, comparison, evaluation and award of the contracts. In such a case the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by Directorate of Printing.

38.0 Comparison of Price bid evaluation

38.1 The prices quoted shall be compared on a total price of FOR (Govt. of India Press, Minto Road, New Delhi) basis which includes all taxes, duties, packing and forwarding charges, freight, insurance, installation, training, warranty etc. etc. as per the price schedule. The tenders received and accepted will be evaluated to ascertain the best and lowest evaluated tender in the interest of the purchaser, for the complete supply, its installation and training covered under the technical specifications and documents.

H. AWARD OF CONTRACT

39.0 Directorate of Printing's Right to Accept any Tender and to Reject any or All Tenders

39.1 Directorate of Printing reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

40.0 Award Criteria

40.1 The contract will be awarded to the lowest evaluated responsive tenderer as decided on the basis of lowest quoted rates for each Item separately by Directorate of Printing.

41.0 Serious Misdemeanors

41.1 Following would be considered serious misdemeanors:

- (i) Submission of misleading/false/ fraudulent information/ documents by the bidder in their bid
- (ii) Submission of fraudulent/non en-cashable Financial Instruments stipulated under Tender or Contract Condition.
- (iii) Violation of Code of Ethics laid down in Clause 21.0 of the COC.
- (iv) Cartel formation or quotation of Pool/ Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
- (v) Deliberate attempts to pass off inferior machine or short quantities.
- (vi) Attempts to influence Directorate of Printing's Decisions on scrutiny, comparison, evaluation and award of Tender.

41.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, Directorate of Printing would ban/ blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded Directorate of Printing contracts for indefinite or for a stated period.

42.0 Notification of Award / Letter of Assurance (LoA)

42.1 Before expiry of the tender validity period, Directorate of Printing will notify the successful tenderer(s) in writing, by post or by fax/email that its tender for machine/equipment & services, which have been selected by Directorate of Printing, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the machine & services and corresponding prices accepted. The successful tenderer must furnish to Directorate of Printing the required performance security within **twenty one days** from the date of this notification. Relevant details about the performance security have been provided under COC Clause under Section III.

43.0 Issue of Contract

43.1 Within fifteen working days of receipt of performance security, Directorate of Printing will hand over the contract form duly completed and signed, in duplicate, to the successful tenderer by hand.

43.2 Within fifteen days from the date of issue of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to Directorate of Printing.

44.0 Non-receipt of Performance Security and Contract by Directorate of Printing

44.1 Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning contract copy duly signed in terms of ITB clauses and above shall make the tenderer liable for forfeiture of its EMD and, also, for further sanctions by Directorate of Printing against it.

45.0 Return of EMD

45.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest.

46.0 Publication of Tender Result

46.1 The name and address of the successful tenderer(s) receiving the contract(s) will be uploaded on the website of CPP Portal/Directorate of Printing.

SECTION III: CONDITION OF CONTRACT (COC)

1.0 Performance Security

- 1.1 Performance Security equivalent to 3% of the value of the contract must be deposited only in the form of Bank Guarantee(BG) and shall be provided from/confirmed by any 'Scheduled Commercial Bank' located in India or a Foreign Bank with preferably it operating branch in India in favour of Directorate of Printing as per the proforma given in Section XI of the tender document.
- 1.2 In the event of any breach of the contract the Performance Security will be forfeited and credited to the account of Directorate of Printing.
- 1.3 In the event of any loss due to manufacturer's failure to fulfil its obligations in terms of the contract, the amount from the Performance Security shall be payable to Directorate of Printing to compensate Directorate of Printing for the same.
- 1.4 In the event of any amendment issued to the contract, the manufacturer shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 1.5 Directorate of Printing will release the Performance Security without any interest to the manufacturer on completion of the manufacturer's all contractual obligations including the warranty obligations.

2.0 Technical Specifications and Standards

- 2.1 The Machine & Services to be provided by the manufacturer under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections V and VI of this document.

3.0 Inspection and Quality Control

3.1 Pre-Despatch inspection:

- (i) A team of 4 technically qualified officers having printing background from Directorate of Printing or as decided by the MoHUA will carry out the pre-despatch inspection of the entire system of machine for a period of 2 (two) days at the worksite of the manufacturer on whom Supply Order will be placed.
- (ii) During the inspection, the production run of the system will be detailed to execute the specified speed and operation of the process flow of the machine.
- (iii) All expenses towards the travel, boarding, lodging, miscellaneous expenditure and daily allowances shall be borne by the purchaser. In case of, the purchaser is not able to depute its representative, it shall issue specific authorization to the manufacturer to dispatch the said Thermal CtP with Compatible Processor with waiver certificate.

- 3.2 DOP shall inform the manufacturer in advance about its programme for such inspection and also the identity of the officials to be deputed for this purpose.
- 3.3 The manufacturer shall put up the machine for such inspection to Directorate of Printing's inspection team well ahead of the contractual delivery period, so that Directorate of Printing's inspection team is able to complete the inspection within the contractual delivery period.
- 3.4 If during such inspections and tests the contracted machine fail to conform to the required specifications and standards, Directorate of Printing's inspection team may reject them and the manufacturer shall either replace the rejected machine or make all alterations necessary to meet the specifications and standards, as required, free of cost to Directorate of Printing and resubmit the same to Directorate of Printing's inspection team for conducting the inspections and tests again.
- 3.5 Directorate of Printing's contractual right to inspect, test and, if necessary, reject the machine after the machine arrival at the final destination shall have no bearing of the fact that the machine have

previously been inspected and cleared by Directorate of Printing's inspection team during pre-dispatch inspection mentioned above.

- 3.6 Machine(s) accepted by Directorate of Printing and/ or its inspection team at initial inspection and in final inspection in terms of the contract shall in no way dilute Directorate of Printing's right to reject the same later, if found deficient in terms of the contract.

4.0 Transportation of Goods

- 4.1 The Bidder is required under the Contract to deliver the Thermal CtP with Compatible Processor at Govt. of India Press, Minto Road, New Delhi-110002.

5.0 Insurance

- 5.1 The machine(s) and equipment supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of machine and equipment at Govt. of India Press, Minto Road, New Delhi-110002, the insurance shall be obtained by the manufacturer in an amount equal to 110% of the value of the machine and equipment on "All Risks" basis including War risks, Strikes, act of God, etc.etc.

- 5.2 It will be the responsibility of the manufacturer to make loss/damage of goods without waiting for settlement of insurance claim so that machine(s) is commissioned within the time specified in the contract.

6.0 Incidental Services

- 6.1 Following incidental services are required to be performed by the manufacturer:

- (a) The manufacturer shall undertake to supply the required spare parts for the machine for the period of 15 years from the date of supply, as and when ordered, and which shall be directly replaceable.
- (b) The manufacturer shall provide the necessary spare parts along with technical specifications while the machine being offered to Directorate of Printing.
- (c) All the spares, tools & tackles along with consumables required during installation and commissioning shall be supplied by the manufacturer as a part of the contract.
- (d) Providing required jigs and tools for assembly, start-up and maintenance of the machine.
- (e) Installation and commissioning of the machine(s).
- (f) The manufacturer has to impart training to Operational & Maintenance personnel of GIP, Minto Road after commissioning of the machine(s) for a sufficient period of time (upto 2 weeks) and as and when required at Govt. of India Press, Minto Road, New Delhi.
- (g) Providing after sales service during the tenure of the contract.

7.0 Warranty

- 7.1 The manufacturer warrants that the machine(s) supplied under the contract is new, unused and incorporate all recent improvements in design and materials. The manufacturer further warrants that the machine supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the manufacturer that may develop under normal use of the supplied machine under the conditions prevailing in India.

- 7.2 Warranty for a period of 3 years from the date of successful commissioning of the machine(s) be provided.

- 7.3 In case of any claim arising out of this warranty, Govt. of India Press, Minto Road, New Delhi shall promptly notify the same in writing to the manufacturer.

- 7.4 Upon receipt of such notice, the manufacturer within a reasonable time shall (or as specified) repair or replace the defective machine(s) or parts thereof, free of cost at the commissioning site. The manufacturer shall take over the replaced parts of the machine(s) after providing their replacements.

7.5 If the manufacturer, having been notified, fails to rectify/replace the defect(s) within a reasonable period (or as specified), Govt. of India Press, Minto Road, New Delhi may proceed to take such remedial action(s) as deemed fit, at the risk and expense of the manufacturer and without prejudice to other contractual rights and remedies, which Directorate of Printing may have against the manufacturer.

8.0 Maintenance Contract

8.1 Since the machine and equipment need proper maintenance for trouble free operations, the manufacturer would provide Annual Maintenance Contract of the machine for the period of 10 years from the expiry of Warranty Period *i.e.* 3 years. The Annual Maintenance Contract will start after the expiry of the warranty period, during warranty period the machine is to be maintained free of cost by the manufacturer.

9.0 Assignment

9.1 The manufacturer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with Directorate of Printing's prior written permission.

10.0 Sub Contracts

10.1 The manufacturer shall notify Directorate of Printing in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the manufacturer from any of its liability or obligation under the terms and conditions of the contract.

10.2 Sub contract shall be only for bought out items and sub-assemblies.

11.0 Modification of Contract

11.1 Once a contract has been concluded, the terms and conditions thereof will generally not be varied. However if necessary, Directorate of Printing may, by a written order given to the manufacturer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- (a) place of delivery, and
- (b) any other area(s) of the contract, as felt necessary by Directorate of Printing depending on the merits of the case.

11.2 In the event of any such modification/ alteration causing increase or decrease in the cost of machine and services to be supplied and provided, or in the time required by the manufacturer to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be, and the contract amended accordingly. If the manufacturer doesn't agree to the adjustment made by Directorate of Printing, the manufacturer shall convey its views to Directorate of Printing within twenty one days from the date of the manufacturer's receipt of Directorate of Printing's amendment/modification of the contract.

12.0 Taxes and Duties

12.1 Manufacturer shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted machine at Govt. of India Press, Minto Road, New Delhi-110002.

12.2 If the tenderer fails to include taxes and duties as per law in the tender, no claim thereof will be considered by purchaser at a later stage.

13.0 Terms and Mode of Payment

13.1 The payment shall be made in the following manner:

- (i) 50% Payment on receipt of the Machine(s) at Govt. of India Press, Minto Road, New Delhi.
- (ii) 30% Payment after successful installation & commissioning of the Machine(s).

- (iii) 20% Payment towards cost of machine after testing, training and issue of Final Acceptance Certificate issued by the Govt. of India Press, Minto Road, New Delhi. The payment will be done through RTGS only. Therefore, the manufacturers have to produce all the Bank details such as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document.

14.0 Delay in the manufacturer's performance

- 14.1 The time and date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and the manufacturer shall deliver the machine and perform the services under the contract within the time schedule specified by Directorate of Printing in the List of Requirements and as incorporated in the contract.
- 14.2 Any unexcused delay by the manufacturer in maintaining its contractual obligations towards delivery of machine and performance of services shall render the manufacturer liable to any or all of the following sanctions besides administrative action as deemed fit:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 14.3 If at any time during the currency of the contract, the manufacturer encounters conditions hindering timely delivery of the machine and performance of services, the manufacturer shall promptly inform Directorate of Printing in writing about the same and its likely duration and make a request to Directorate of Printing for extension of the delivery schedule accordingly. On receiving the manufacturer's communication, Directorate of Printing shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of manufacturer's contractual obligations by issuing an amendment to the contract.
- 14.4 When the period of delivery is extended due to unexcused delay by the manufacturer, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (i) Directorate of Printing shall recover from the manufacturer, liquidated damages on the machine and services, which the manufacturer has failed to deliver within the delivery period stipulated in the contract.
 - (ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and also including statutory increase or any other tax or duty which may be levied in respect of the machine and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said machine and services as are delivered and performed after the date of the delivery stipulated in the contract.
- 14.5 The manufacturer shall not despatch the machine after expiry of the delivery period. The manufacturer is required to apply to Directorate of Printing for extension of delivery period and obtain the same before despatch. In case the manufacturer despatches the machine without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against Directorate of Printing.

15.0 Liquidated damages

- 15.1 *Quantum of Liquidated damages:* If the manufacturer fails to deliver any or all the machine or fails to perform the services within the time frame(s) incorporated in the contract, Directorate of printing shall, without prejudice to other rights and remedies available to Directorate of printing under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½ % (0.5%) of the delivered price of the delayed machine and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% the delayed machine or services' contract prices during the above mentioned delayed period of supply and performance.

16.0 Termination for default

16.1 Directorate of Printing, without prejudice to any other contractual rights and remedies available to it (Directorate of Printing), may, by written notice of default sent to the manufacturer, terminate the contract in whole or in part, if the manufacturer fails to deliver any or all of the machine or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by Directorate of Printing.

16.2 In the event of Directorate of Printing terminates the contract in whole or in part, Directorate of Printing may procure machine and/ or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the manufacturer and the manufacturer shall be liable to Directorate of Printing for the extra expenditure, if any, incurred by Directorate of Printing for arranging such procurement

16.3 Unless otherwise instructed by Directorate of Printing, the manufacturer shall continue to perform the contract to the extent not terminated.

17.0 Termination for insolvency

17.1 If the manufacturer becomes bankrupt or otherwise insolvent, Directorate of Printing reserves the right to terminate the contract at any time, by serving written notice to the manufacturer without any compensation, whatsoever, to the manufacturer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to Directorate of Printing.

18.0 Force Majeure

18.1 In the event of any unforeseen event directly interfering with the supply of machine arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the manufacturer shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by Directorate of Printing in writing, the manufacturer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

18.2 The manufacturer shall not be liable for imposition of any such sanction so long the delay and/ or failure of the manufacturer in fulfilling its obligations under the contract is the result of an event of Force Majeure.

18.3 In case due to a Force Majeure event Directorate of Printing is unable to fulfill its contractual commitment and responsibility, Directorate of Printing will notify the manufacturer accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

19.0 Termination for convenience

19.1 Directorate of Printing reserves the right to terminate the contract, in whole or in part for its convenience, by serving written notice to the manufacturer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of Directorate of Printing. The notice shall also indicate inter-alia, the extent to which the manufacturer's performance under the contract is terminated, and the date with effect from which such termination will become effective.

20.0 Governing language

20.1 The contract shall be written in English language only. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

21.0 Notices

21.1 Notice, if any, relating to the contract given by one party to the other, shall be sent by e-mail. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

21.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

22.0 Code of Ethics

22.1 Directorate of Printing as well as Bidders, Manufacturers, Contractors, and Consultants under Directorate of Printing contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purposes of this provision, the terms set forth below are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
- (c) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels.
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- (e) A particular violation of ethics may span more than one of above mentioned unethical practices.

23.0 The following policies will be adopted in order to maintain the standards of ethics during procurement:

- (a) A proposal for award will be rejected if it is determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question. A contract will be cancelled if it is determined at any time that Directorate of Printing representatives/ officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- (b) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (c) Firms or individual shall be banned/ blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing of the Directorate of Printing contract.

24.0 Resolution of disputes

24.1 If dispute or difference of any kind shall arise between Directorate of Printing and the manufacturer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the contract either Directorate of Printing or the manufacturer may seek recourse to settlement of disputes through arbitration as per the Arbitration and conciliation Act 1996 as per following clause:

24.2 **Arbitration Clause:** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules under Laws of Indian in English language. All documentation to be reviewed by the arbitrators and/ or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavours to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

25.0 Applicable Law

25.1 The contract shall be interpreted in accordance with the laws of India.

25.2 Irrespective of the place of delivery or the place of performance or the place of Payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.

25.3 The courts of the place from where the notification of acceptance has been issued-shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

Section IV: List of Requirements

Sl. No.	Brief Description of Items	Quantity
1.	Thermal CtP with Compatible Processor alongwith UPS of required capacity for backup of atleast 15 minutes	01 No.

1.0 Required terms of Delivery:

- (a) Required Delivery Schedule : (i) The manufacturer shall supply the machine within 6 months from the date of issue of Letter of Intent/Letter of Award.
- (ii) The manufacturer shall complete the installation, testing, commissioning work at the Purchaser site within 30 days from the date of unloading at Govt. of India Press, Minto Road, New Delhi-110002 or as per the intimation given by the Directorate of Printing.
- (iii) The manufacturer should impart training to operational and maintenance personnel as prescribed.
- (b) Required Terms of Delivery/Destination : At Govt. of India Press, Minto Road, New Delhi.

2.0 Representative desirous of attending tender opening should forward their bio-data/details and a letter of authority for attending a bid opening as per Section XII of the tender document well in advance.

3.0 Tender shall be complete in all respect with all their attachments/ enclosures duly numbered and signed on each and every page as a token of acceptance of terms and conditions, otherwise tender is liable to be rejected.

4.0 Price bid should be submitted on-line on CPP Portal only as per BoQ for each item separately.

5.0 Risk Purchase

5.1 If the manufacturer after submission of tender and due acceptance of the same, *i.e.* after placement of notification of award of contract fails to abide by the terms and conditions of the tender document, or fails to supply the machine as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

- (i) Forfeiture of the EMD, and
- (ii) Invoke the Security-cum-Performance Guarantee, if deposited by the manufacturer and procure machine from other bidder at the risk and consequence of the manufacturer. The cost difference between the alternative arrangement and manufacturer tendered value will be recovered from the manufacturer along with other incidental charges, including excise duty, taxes, insurance, freight etc.

5.2 For all the purpose the Notification of Award of Contract (Letter of Intent) will be considered acceptance of tender and formal contract pending signing of agreement, manufacturer has to abide by all the terms and conditions of tender.

6.0 After Sale Service

6.1 It must be clearly indicated in the technical bid whether the after sales service shall be provided by manufacturer themselves or by their authorized agent after satisfactory installation/commissioning of the machine during and after warranty period.

7.0 Licenses and permits

7.1 Wherever applicable, the successful bidder shall ensure himself and also satisfy the Directorate of Printing, that the successful bidder possesses the legal license / permit to use a particular product / process/ design / patent. The successful bidder shall be held responsible for all the civil/ criminal and tortuous consequences arising from any claim from any third party in this regard.

8.0 Fall Clause

8.1 If the contract holder reduces its price or sells or even offers to sell the contracted machine, following conditions of sale similar to those of the contract, at a price lower than the contract price, to any person or organization during the currency of the contract, the contract price will be automatically reduced and the contract will be amended accordingly. Beside, any violation of the fall clause would be considered a serious misdemeanor and action as appropriate would be taken.

9.0 Bank Details

9.1 The bidder has to give Bank details as below:

- (a) Beneficiary Name:
- (b) Bank Account Number:
- (c) Bank Name:
- (d) Branch and Address:
- (e) IFS Code:

10.0 The Bidder has to submit the Check list as per format given below along with the Technical Bid Documents:

Sl. No	Description	Submitted / Not Submitted	Page No.																					
1.	EMD																							
2.	Power of Attorney of the Authorized Signatory duly Authorized by a person not below the Director level of the bidder for signing this Tender document.																							
3.	Documentary evidence towards Experience as per clause 1.2 of section VII.																							
4.	Documentary evidence towards capability as per clause 1.3 of section VII.																							
5.	Documentary evidence towards Financial data as per clause 1.4 of section VII.																							
6.	List of Customers as per Note (i) of Section VII.																							
7.	Documentary evidence towards Non Black Listing Declaration as per clause 1.5 (i) of Section VII.																							
8.	Undertakings as per clause No. 1.5 (ii) & (iii) of Section VII: Eligibility Criteria																							
9.	Documentary evidence towards Manufacturers Authorization as per clause 1.6 (ii) of Section VII.																							
10.	Copy of PAN/ GST Registration Certificate of bidder as per clause 1.6 (iii) of Section VII.																							
11.	Documentary evidence towards Origin of the material/machine.																							
12.	Undertaking as per clause No. 6.1 of Section IV: List of Requirements																							
13.	All pages of the tender documents duly signed and stamped by the Authorized signatory of the bidder.																							
14.	Adherence to the Technical Specification as per Section V on Bidder's Letter Head.																							
15.	Adherence to the Quality Control Requirements as per Section VI on Bidder's Letter Head.																							
16.	Adherence to the Delivery Schedule as per Section IV on Bidder's Letter Head.																							
17.	<p>Clause-by-clause commentary on the technical specification and other technical details of different items as given in Section-V on a separate sheet as under:</p> <p>2.0 Basic configuration of the machine (for example as per Section V):</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;"><i>Specifications</i></th> <th style="text-align: center;"><i>Comments of the tenderer</i></th> <th style="text-align: center;"><i>Deviation if any</i></th> </tr> </thead> <tbody> <tr> <td>Imaging Technology: Thermal</td> <td></td> <td></td> </tr> <tr> <td>Light Source: 830 nm Infrared Laser Diode</td> <td></td> <td></td> </tr> <tr> <td>Output resolution: DPI : 2400 x 2400 LPI : 80 – 350 LPI</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>..... and so on</td> <td></td> <td></td> </tr> </tbody> </table> <p>.....</p>	<i>Specifications</i>	<i>Comments of the tenderer</i>	<i>Deviation if any</i>	Imaging Technology: Thermal			Light Source: 830 nm Infrared Laser Diode			Output resolution: DPI : 2400 x 2400 LPI : 80 – 350 LPI		 and so on				
<i>Specifications</i>	<i>Comments of the tenderer</i>	<i>Deviation if any</i>																						
Imaging Technology: Thermal																								
Light Source: 830 nm Infrared Laser Diode																								
Output resolution: DPI : 2400 x 2400 LPI : 80 – 350 LPI																								
.....																								
.....																								
..... and so on																								

Section V-A: Technical Specifications

Computer to Plate (CtP) **Thermal CtP with compatible Processor**

Imaging

- Imaging Technology : Thermal
- Light Source : 830 nm Infrared Laser Diode
- Output resolution
 - DPI : 2400 x 2400
 - LPI : 80 – 350 LPI
- Min dot size : 10 micron

Input

- Media : Thermal CtP Plates / Processless thermal plates
- Media size :
 - Min – 315 mm x 305 mm
 - Max – 820 mm x 1050 mm
- Media thickness : 0.15 – 0.30 mm
- Speed : 28 Plates Per Hour and above

Automation

- Display of plate-size on screen while exposing.
- Auto edge detector
- Auto focusing.
- Manual Plate Loading & Unloading System.

Processor

- As per required capacity of CtP

Software - Workflow

- RIP, Imposition, PDF automation, Colour editor, Trap editor
- CIP 4 Screening package. Cockpit – 2 (2 user license).
- Software to generate Print Production Format (PPF) file (Print link, ink file etc.) should be compatible with printing machine.

Output

- Image Area :
 - Min – 315 mm x 305 mm
 - Max – 820 mm x 1050 mm
- Screening : AM / FM hybrid screening technology

Electrical Requirement: 220 AC ($\pm 5\%$) Volts, Single Phase, 50 Hz.

Safety System: CE safety regulations & GS safety certification and other certification.

Accessories:

- (a) Standard Tools.
- (b) Air compressor with dryer and UPS of required capacity.
- (c) Computer system to load softwares with work flow.
- (d) Technical documentation (in English language only – 2 sets each):
 - (i) The manufacturer shall provide schematic diagram of the machine mentioning detailed dimensions.
 - (ii) Entire Instruction and Operational Manuals of the Machine (Hard copy).
 - (iii) Complete Electrical Circuit Diagram of the machine both in hard copy and soft copy in the main Control Console.
 - (iv) Trouble shooting Manual for Operational, Electrical & Mechanical errors occurs in the machine.

TRAINING AFTER INSTALLATION & COMMISSIONING OF THE MACHINE AT PURCHASER'S SITE:

The manufacturer has to impart training to Operational & Maintenance personnel of GIP, Minto Road after commissioning of the machine for 3 weeks in two phases at Govt. of India Press, Minto Road, New Delhi. The training part includes the following:-

(A) OPERATIONAL:

- Detailed working of the entire system.
- All precise settings of the machine.
- Details of operation of Control Consoles.
- Understanding of process flow of the work.
- Daily maintenance schedule.
- Trial run of the machine for actual working.

(B) MAINTENANCE (ELECTRICAL/ELECTRONIC):-

- Sequential functions of the machine.
- Fault diagnosis method.
- Testing of systems.
- Fault analysis through Control Consoles.
- Debugging/Rectification.

(C) SOFTWARE:

- Installation of system software including drivers.
- Installation of Application Software.
- Uploading and downloading of programme of PLCs, Drives and other major electronic components.
- 'Diagnostic System' operation and understanding.

(D) MECHANICAL:

- Complete setting and mechanical timings with electrical/electronic system.
- Complete working and fault rectification in Lubrication System.
- Setting and maintenance of all safety equipments installed on machine.
- Complete working and fault rectification in pneumatic system.

Warranty:

- (a) Standard warranty of 3 years by the Manufacturer from the date of successful commissioning of the machine be provided.
- (b) Warranty for Thermal Head shall be of 5 years from the date of installation by the Manufacturer.
- (c) All the consumables *i.e.* mechanical and electrical, which may get worn out as well as spare parts required to run the machine during the warranty period of 3 years be provided by the manufacturer at free of cost.
- (d) Quarterly preventive maintenance as well as routine servicing of the machine / equipment shall be provided during the course of 3 years warranty period.

Terms and Conditions:

- 1. The Manufacturer should have an arrangement for prompt after sales service support in Delhi and NCR with well-trained service engineers.
- 2. During Warranty, the manufacturer should have an arrangement to attend the machine within 8 hrs. in case of breakdown and restore immediately to avoid idling. The maximum response time for replacement of the defective part, if any, should not be more than 2 working days from the date of lodging of the complaint.
- 3. The manufacturer should furnish a certificate for guaranteed supply of spare parts for at least 15 years from the date of installation of the machine.
- 4. Warranty shall start from the date of handing over the machine for production.
- 5. Manufacturer to submit pre-installation manual on being successful tenderer within 30 days.
- 6. Manufacturer should provide all updates pertaining to the software of machine free of cost for 15 years.
- 7. The manufacturer shall undertake to provide service back-up for minimum 15 (fifteen) years from the date of supply of the system.
- 8. Machine should be compatible to work with different standard raw materials (like plate etc.) available in the industry and performance of the machine should not be affected.

Section VI: Quality Control Requirements

1.0 FINAL ACCEPTANCE TEST (FAT) for “Thermal Ctp with Compatible Processor”

1.1 After successful installation and commissioning of the machine and its auxiliary units, the FAT will be carried out for a period of 3 days, consisting 8 hours per day, confirming to machine configurations rated speed, plate quality, output as per the tender specification given in the following table:

Sl. No.	Description	Parameters
1	Total number of working days	3 days
2	Number of shifts in a day	1 shift
3	Duration of each shift	8 Hours
4	Effective production time (excluding make-ready, operators oriented stoppages, cleaning etc.)	6 Hours
5	Average speed	90% of the rated speed of the machine
6	Output Quality	Should match 100%

1.2 If any parameter is not achieved due to any reason not attributed to the Purchaser, the Acceptance Test shall be conducted *ab-initio*:

- (i) For not meeting the Print quality & output with rated speed of the machine as given in the above table and other parameters of the system, if not met.
- (ii) A fresh FAT will be conducted for period of another 3 working days.

2.0 FINAL ACCEPTANCE CERTIFICATE (FAC):

2.1 Upon satisfactory completion of FAT, the FAC will be issued to the representative of the manufacturer.

Section VII: Qualification/Eligibility Criteria

- 1.0 The Bidder should meet the following eligibility criteria to qualify in the Technical bid:
- 1.1 **Only those firms which are having manufacturing facilities more than 5 years within India are eligible to apply.**
- 1.2 Experience and past performance:
The Bidder should have manufactured, supplied, installed and commissioned **at least one similar machine during the last one years.**
Exemptions will be given under the “Make-in-India” scheme.
- 1.3 Capability, equipment and manufacturing facilities:
The Bidder should have annual capacity to manufacture and supply at least three similar machines.
The requirement stated under capability, equipment manufacturing facilities are applicable to all the bidders.
- 1.4 Financial standing:
- (i) Average Annual Turnover of the Bidder during the last three financial years i.e. 2017-2018, 2018-2019, and 2019-2020 should be more than 30% of the estimated FOR cost of the machine(s).
 - (ii) Exemption from average annual turnover requirements will be given under the “Make-in-India” scheme.
 - (iii) All bidders should not have suffered any financial loss for more than one year during the last three years and their net worth should have been positive in the last three years i.e. 2017-2018, 2018-2019 and 2019-2020.
- 1.5 The manufacturer has to submit the following undertakings/declarations:
- (i) That they have not been black-listed/ debarred in past, for dealing by Government of India/ PSU/Autonomous Bodies/Reputed Organisation in the world.
 - (ii) That the information given in the documents are correct and the Bidder is aware that in case any information provided is found to be false at a later stage, Directorate of Printing reserves the right to reject/ disqualify the bidder at any stage of the tendering process without assigning any reason.
 - (iii) We agree to withdraw all the deviations, unconditionally and accept the terms and conditions of the tender document including the technical specifications.
- 1.6 Other Requirement for the Bidders:
- (i) The Tender should be submitted in English Language only. The authenticated copies of the documents in support of applicant’s claims may also be submitted in English Language as well.
 - (ii) The bidder has to submit Power of Attorney/Authorisation indicating that authorized signatory is competent and legally authorized to submit the tender and / or enter into legally binding contract.
 - (iii) The bidder must enclose the copy of GST Registration Certificate or similar documents.
- 1.7 Minimum Local Content: The minimum local content shall be 50%.
- 1.8 Verification of Local Content:
- (a) The local manufacturer at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

- (b) The local manufacturer shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a participating cost accountant or practicing chartered accountant (in respect of manufacturers other than companies) giving the percentage of local content.

1.9 Check list: The bidder should submit the checklist as per Section IV of para 9.

Note:

- (i) All experience, past performance and capacity/capability related/ data should be certified by the authorized signatory of the bidder. The credentials regarding experience and past performance to the extent required as per eligibility criteria submitted by bidder will be verified from the parties for whom work has been done. Documentary evidence such as list of clientage and experience certificates to be submitted against para 1.2.
- (ii) All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA). Documentary evidence such as audited Financial Reports to be submitted against para 1.3.
- (iii) The tender is for manufacturers who have proven capacity, capability and experience. This is not a Development Tender.
- (iv) Please note that no further correspondence regarding short fall of documents in Eligibility Criteria will be made after bid due date.
- (v) Bids received with short fall of documents will be summarily rejected.
- (vi) Bidders are requested to submit the documentary evidence as required above along with the Technical bid documents and all the pages should be signed and stamped by Authorized signatory along with page numbering.

Section VIII: Acceptance of Terms & Conditions

Date.....

To,

The Director (Printing)
Directorate of Printing
Ministry of Housing and Urban Affairs
Government of India
'B' Wing, Nirman Bhawan,
Maulana Azad Road,
New Delhi-110011, INDIA

Ref: Your e-Tender No.dated

1. We, the undersigned have examined the above mentioned e-tender document, including amendment No. - -----, dated ----- (if any), the receipt of which is hereby confirmed. We undertake to supply and deliver..... (Description of machine and services) in conformity with your above referred document.
2. We undertake to supply the machine and perform the services as mentioned in accordance with the delivery schedule specified in the List of Requirements.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of COC clause 1.0 for due performance of the contract.
4. We agree to keep our tender valid for acceptance for a period upto 180 days, as required in the ITB clause 17, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

.....
(Signature with date and Office Seal)

.....
(Name and designation)
Duly authorized to sign tender for and on behalf of
.....

Place.....

Address.....

Date.....

Phone no.....

Section IX: Price Schedule**SUMMARY OF PRICE SCHEDULE (BOQ)**

Price should be quoted on FOR basis i.e. Govt. of India Press, Minto Road, New Delhi-110002 in INR only

Note:

1. There should not be any price escalation during the supply period.
2. Bidders will abide by all the tender terms and conditions and will not have any counter conditions.
3. Price bids with conditions/counter conditions are liable to be rejected.
4. No row/ column shall be left blank. Please indicate NA, in case the row/ column is "Not Applicable". If the above format is not used or any row/column is left blank, then the bid will be liable for rejection without assigning any reason.
5. The L-1 (lowest one) bidder will be decided on the basis of lowest quoted rates for each Item/machine separately.
6. **Basic Price includes freight, insurance, installation/commissioning and three years warranty.**

Sl. No.	Description of the Item	Qty.	Unit	Basic Price in INR	GST in (%)	Total Amount (without taxes)	Total Amount (with taxes)	Total Amount in words
1	2	3	4	5	6	7	8	9
1.	Thermal CtP with Compatible Processor alongwith UPS of required capacity for backup of atleast 15 minutes.	01	Nos.					

Section X: Bank Guarantee Form for EMD

(Judicial Stamp paper of appropriate value as per Stamp Act - of respective state)

Whereas _____ (name and address of the manufacturer, hereinafter called the tenderer) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender) against the Purchaser's Tender No. _____ KNOW ALL MEN by these presents that we (Name of the bank) having our registered office at (hereinafter called the "Bank") are bound upto Directorate of Printing (hereinafter called purchaser).

In the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender; OR
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
 - (a) If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force for a period of 60 days beyond the bid validity i.e. 240 days (180+60 days) and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Section XI: Bank Guarantee Form for Performance Security

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

To,
.....
.....

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract No. datedto supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, Name & Address of the Issuing Branch of the Bank

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Speed Post/Hand an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Section XII: Letter of Authority for attending a Bid Opening

To,

The Director (Printing),
 Directorate of Printing,
 Ministry of Housing and Urban Affairs,
 Government of India,
 'B' Wing, Nirman Bhawan,
 Maulana Azad Road,
New Delhi-110011, INDIA

Subject: Authorization for attending bid opening on _____ (date) in the Tender of Thermal CtP with Compatible Processor.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

.....
 (Signature with date and Office Seal)

SECTION XIII: Contract Form

Contract No.

Date:.....

THIS CONTRACT AGREEMENT is made on

The.....day of(month),..... (Year)

BETWEEN

The Directorate of Printing, Ministry of Housing and Urban Affairs, ‘B Wing, Nirman Bhawan, New Delhi-110011, (hereinafter called “the Purchaser”)

And

..... [Name of Supplier], a corporation incorporated under the laws of
..... [country of Supplier] and having its principal place of business at
..... [(address of Supplier) (hereinafter called “the Supplier”)].

WHEREAS the Purchaser invited bids for supply, installation and commissioning of
..... [Name of the machine] at Govt. of India Press, Minto Road, New Delhi-110 002 and
has accepted a Bid by the Supplier for the supply of the said Machine(s) and Services for the sum of
..... [Contract Price in words and figures, expressed in the Contract currency(ies)]
(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Conditions of Contract
 - (c) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (d) The Supplier’s Bid and original Price Schedules
 - (e) The Purchaser’s Notification of Award
 - (f)[Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Machine(s) and Services and to remedy defects therein in conformity to all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Machine(s) and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

**For and on behalf of the
Directorate of Printing,
Ministry of Housing & Urban Affairs**

Signature :

Name.....

Designation.....

Address

Witness – 1

Signature:

Name:

Designation:

Witness – 2

Signature:

Name:

Designation:

For and on behalf of the Manufacturer

Signature of authorized representative of the
manufacturer:

Name.....

Designation.....

Address

Witness – 1

Signature:

Name:

Designation:

Witness – 2

Signature:

Name:

Designation:

SECTION XIV: Letter (Notification) of Award (LoA) of Contract

Directorate of Printing
Ministry of Housing & Urban Affairs,
'B' Wing, Nirman Bhawan, New Delhi

Letter of Award of Contract

Contract No.

Date:.....

Contract Title:

To,

M/s.

Address

Sub: Award of contract for contract no: and contract title:

REF. Your offer no. against our Tender No. opened on

Dear Sir/Madam

I am directed to inform you that after evaluating the bid documents submitted by you on(dated), Directorate of Printing, Ministry of Housing & Urban Affairs is pleased to inform you that you have been selected as the successful bidder for the supply, installation and commissioning of [Name of the machine] at Govt. of India Press, Minto Road, New Delhi-110 002. The total purchase price shall be Rs..... as indicated in your financial bid for nos. of machines/equipments submitted on, in accordance with the procedures intimated in the relevant bid documents.

You/your authorised representative(s) are requested to be personally present at Directorate of Printing, 'B' Wing, Nirman Bhawan, Maulana Azad Road, New Delhi-110011 for the signing of the contract by dated

In this respect, we also request you to submit the performance security (refer Section-XI) of Rs. (amount of Rupees in words) by dated Security deposit being 3% (three percent) of the total cost = Rs.

This notification concludes the legally binding contract between you and the Government of India, till issue of a formal contract.

Yours truly,

[Authorised Officer]

SECTION XV: Definitions, Interpretation and Abbreviations

1.0 Definitions, Interpretation and Abbreviations: In the contract, unless the context otherwise requires:

1.1 Definitions and Interpretation:

- (i) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender and includes "Intimation of Award" of his tender. "Contract" includes and Bid Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and a formal agreement, if executed.
- (ii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and services. Other homologous terms are: Firm, Manufacturer, OEM etc.
- (iii) "Drawing" means the drawing or drawings specified in or annexed to the Specifications.
- (iv) "Government" means the Central Government or a State Government as the case may be.
- (v) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- (vi) The "Purchaser" means DOP — the organization purchasing goods and services as incorporated in the documents.
- (vii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof.
- (viii) PARTIES: The parties to the contract are the "contractor" and the "Purchaser", as defined above.
- (ix) "Tender" means quotation/bid received from a firm/OEM/manufacturer.
- (x) "Goods" means the material, spares, instruments, machinery, equipment, industrial plant etc. which the manufacturer is required to supply to DOP under the contract.
- (xi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier/manufacturer covered under the contract.
- (xii) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer along with its tender.
- (xiii) "Performance Security" means monetary guarantee to be furnished by the successful Tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee.
- (xiv) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xv) "Specification" or "Technical Specification" means the drawing/ document/ standard that prescribes the requirement to which product or service has to conform.
- (xvi) "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xvii) "Day" means calendar day.

1.2 Abbreviations:

"BG"	means Bank Guarantee
"BoQ"	means Bill of Quantities
"CA"	means Chartered Accountant
"CPP" Portal	means Central Public Procurement Portal
"CtP"	means Computer to Plate
"CVC"	means Central Vigilance Commission
"DP"	means Delivery Period
"DOP"	means Directorate of Printing
"DSC"	means Digital Signature Certificate
"ECS"	means Electronic Clearing System
"ED"	means Excise Duty
"EMD"	means Earnest Money Deposit
"FAC"	means Final Acceptance Certificate
"FAT"	means Final Acceptance Test
"FOR"	means Free on Rail
"COC"	means Conditions of Contract
"GST"	means Goods and Services Tax
"ITB"	means Instructions to Bidders
"L1, L2 etc"	means First or Second Lowest Offer etc.
"LD or L/D"	means Liquidated Damages
"LoA"	means Letter of Contract / Notification of Award
"MoHUA"	means Ministry of Housing & Urban Affairs
"NIT"	means Notice Inviting Tenders.
"NSIC"	means National Small Industries Corporation
"OEMs"	means Original Equipments Manufacturers
"PSU"	means Public Sector Undertaking
"SBD" or "TE Document"	means Standard Bid / Tender Document